

A.G. Contract No. KR87-1979-TRD

47697

ECS FILE: IGA-87-42
Project: ACI-IR-10-3(307)
Section: Central Avenue -
Willetta St. -
Portland St.

NO. 12896B
FILED WITH SECRETARY OF STATE

Date Filed 5-12-88

Jim Sheen
Secretary of State

By A. Perdue

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT entered into this 15th day of January, 1988, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the City of Phoenix, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 28-108 and 11-952, Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Section 48-572, Arizona Revised Statutes and Chapter II, Section 2 of the Phoenix City Charter, to enter into this agreement, and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, the City desires a storm drain and water lines to be constructed along Central Avenue in the vicinity from Willetta Street to Portland Street; and

WHEREAS, State proposes to make certain improvements along Central Avenue between Willetta Street and Portland Street; and

WHEREAS, the desired improvements may be accomplished by the installation of a storm drain and water lines.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare contract plans, specifications and estimates for bids.

2. Provide to the City for review and approval, plans for construction of 96" reinforced concrete pipe storm drain and the two 12-inch water lines.

3. Design, call for bids and award a contract for the construction of 96" reinforced concrete pipe city storm drain along Central Avenue, which will run from the northerly limits of the Central Avenue paving at Willetta Street to the I-10 drainage tunnel drop shaft at Culver Street. The storm drain will include a new manhole near Willetta Street.

4. Call for bids and award a contract for the construction of a new water distribution system in Central Avenue. The water system will extend from Portland Street to approximately 105' north of Willetta Street. The water system will include two 12" lines with connections for local service and for fire hydrants.

5. Award these contracts in accordance with State procedures and administer the construction contracts.

6. After completion of construction and acceptance by City, submit to City an invoice for the amount due for design costs for the 96" storm drain and for all construction costs, including construction engineering associated with the storm drain and water distribution system.

CITY SHALL:

1. Review and approve the plans prepared by the State for the construction of the 96" storm drain and the two 12-inch water line systems.

2. Pay to State, within 45 days after receipt of bill, the amount indicated thereon, which amount will be for all design costs associated with the 96-inch storm drain.

3. Pay to State, within 45 days after receipt of bill, the amount indicated thereon, which amount will be for all construction and claims costs, including construction engineering associated with the 96-inch storm drain and the 12-inch water line system.

4. In addition to all costs as heretofore mentioned, pay all reasonable costs associated with construction change

orders, delays, or valid claims for extra compensation made by the contractor.

5. Waive any of its inspection fees associated with this construction.

6. Upon completion of said project and acceptance of same from State, maintain said storm drain and water lines and provide any required future maintenance and repairs.

The parties hereto further agree that:

To the extent permitted by law, State and City agree to defend, indemnify, and hold harmless each other and their agents, officials, employees, and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character, whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the State or City, their employees or agents. As to any liability claims, the parties agree that they will share in any settlement or judgment in the amount proportionate to the degree of negligence or fault of the respective parties as adjudicated by a court of competent jurisdiction.

THIS AGREEMENT shall remain in full force and effect until completion of said project as aforesaid, except as to those provisions pertaining to maintenance which shall be in perpetuity; provided, however, that prior to start of construction, this agreement may be cancelled by either party upon 30 days written notice to the other party.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

The parties further recognize that the provisions of Section 35-214, Arizona Revised Statutes, are applicable to this agreement.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of City's resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this

agreement, and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination Letter.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

JAN 7 1988
CITY OF PHOENIX, a
Municipal Corporation
MARVIN A. ANDREWS
By: CITY MANAGER
Title: David Sam
BY ACTING CITY ENGINEER

STATE OF ARIZONA
ARIZONA DEPARTMENT OF
TRANSPORTATION
By: W. O. Ford
State Engineer

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Approved as to form ✓
1-5-88
ACTING City Attorney

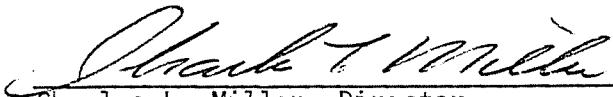
ATTEST
David A. Williams
CITY CLERK

Project: ACI-IR-10-3(307)
Section: Central Avenue
Willetta Street to Portland Street

RESOLUTION

BE IT RESOLVED on this 2nd day of October, 1937, that I,
CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION,
have determined that it is in the best interests of the State of Arizona
that the DEPARTMENT OF TRANSPORTATION, acting by and through the
Highways Division, enter into an Intergovernmental Agreement with the City
of Phoenix for the purpose of construction of 96-inch concrete storm
drain and two 12-inch water lines along Central Avenue in the vicinity
between Willetta Street and Portland Street.

THEREFORE, authorization is hereby given to draft said Agreement, which
upon completion, shall be submitted for approval and execution by the
State Engineer.


Charles L. Miller, Director
Arizona Department of Transportation

WH:ks

RESOLUTION NO. 17152

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF WATERLINE AND STORM DRAIN IMPROVEMENTS, PROVIDING FOR THE LOCATION THEREOF; AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS; AND DECLARING AN EMERGENCY.

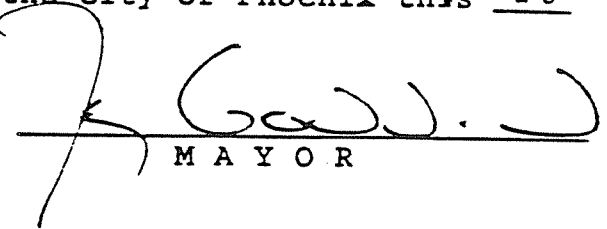
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX,
as follows:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into an Intergovernmental Agreement with the State of Arizona, through its Department of Transportation, for the construction of waterline and storm drain improvements on Central Avenue as part of the Papago Freeway Construction at Central Avenue.


SECTION 2. That the City Controller be, and he is hereby, authorized to disburse funds in an amount not to exceed \$475,000.00.


SECTION 3. WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City Council as required by the City Charter, and is hereby exempted from the referendum clause of said Charter.


PASSED by the Council of the City of Phoenix this 18
day of NOVEMBER, 1987.


MAYOR

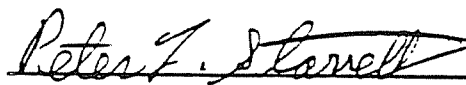
ATTEST:


City Clerk

APPROVED AS TO FORM: 


ACTING
City Attorney

REVIEWED BY:


ASSISTANT
City Manager


BPM:ell

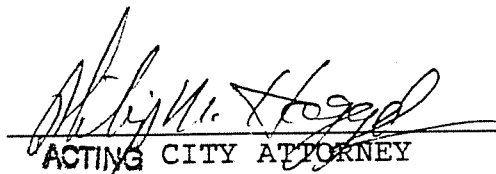
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INTERGOVERNMENTAL AGREEMENT

PROJECT ACI-IR-10-3(307)

Section: Central Avenue - Willetta Street - Portland Street

Approved as to form and within the power and
authorization granted by the laws of the State of Arizona to
the City of Phoenix.



ACTING CITY ATTORNEY

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

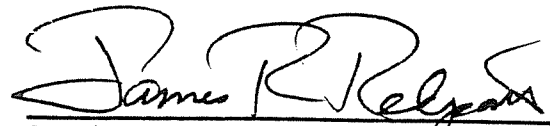
DETERMINATION

A. G. Contract No. KR-87-1979-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of May, 1988.

ROBERT K. CORBIN
Attorney General



Assistant Attorney General
Transportation Division